

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA**

ALAN KEELER,)	
)	
Plaintiff,)	
)	
vs.)	Case No.: 13-CV-331-JED-PJC
)	
SABER ACCEPTANCE)	
CO., L.L.C.,)	
)	
Defendants.)	

ANSWER AND COUNTERCLAIM

Comes now the Defendant and as its Answer to the Plaintiff's Verified Amended Complaint states as follows:

1. Defendant admits the allegations of paragraphs 1 and 3.
2. Defendant lacks knowledge or information necessary to form a belief about the truth of the allegations in paragraphs 7, 8, 9, 10, and 11, and, therefore, deny the same.
3. Defendant denies the allegations of paragraphs 2, 4, 5, 6, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, and 24 as false.
4. Defendant cannot deny or admit paragraphs 13 or 20 because they simply incorporate other paragraphs by reference and each paragraph so incorporated has its own separate basis for admission or denial.

AFFIRMATIVE DEFENSES

Failure to State a Claim

5. The Complaint fails to state a claim upon which relief can be granted.

Failure to Join a Required Party

6. Equifax Information Services, L.L.C., can be made a party without depriving this Court of jurisdiction over the existing parties and its participation in this action is required under Rule 19.

Failure to State a Claim

7. The Complaint fails to state a claim upon which relief can be granted.

WHEREFORE, Defendant request that Plaintiff take nothing by way of his Complaint, that the action be dismissed based upon the defenses asserted in paragraphs 5, 6, and/or 7, and that the Defendant be awarded its attorney's fees and costs for defending this action.

COUNTERCLAIM

COMES NOW Saber Acceptance Co., L.L.C., and as its cause of action against the Defendant states that:

8. The Defendant executed and delivered to Regal Car Sales and Credit, LLC, a Retail Installment Sales Contract a copy of which is attached hereto as Exhibit "A" and incorporated by reference as if set forth in full herein. Said Retail Installment Sales Contract was subsequently assigned to the Plaintiff.

9. The Defendant has breached the terms of the aforesaid Retail Installment Sales Contract by failing, neglecting, and/or refusing to make the payments due pursuant to the terms of said contract. The contract specifies an interest rate of 21% after said default.

10. After giving the Defendant full credit for all payments, offsets, and all other credits, the amount due and owing to the Plaintiff is \$4,525.56.

11. Plaintiff is attempting to collect said debt and any information will be used for that purpose. Therefore, Plaintiff requests that the Court enter an Order, at the time of Judgment, directing the Oklahoma Employment Security Commission to produce employment information regarding the Defendant pursuant to 40 O.S. §4-508(D).

WHEREFORE, Saber Acceptance Co., L.L.C., demands judgment against the Plaintiff in the sum of \$4,525.56 together with interest, costs, and a reasonable attorney's fee.

/s/ Chris Knight
Chris Knight
5314 South Yale Avenue, Suite 150
Tulsa, OK 74135
(918) 496-1200
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CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2013, I electronically transmitted the foregoing document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Victor R. Wandres

I hereby certify that on _____, I served the same document by :

_____ U.S. Postal Service

_____ In Person Delivery

_____ Courier Service

_____ E-mail

On the following, who are not registered participants of the ECF System:

/s/ Chris Knight
Chris Knight

Chris Knight, P.C., has been retained by the current creditor, Saber Acceptance Co., L.L.C., to collect from you the entire balance of your debt. The amount set forth in the Petition was the total amount of the debt at the time when the creditor prepared the paperwork that was used by Chris Knight, P.C., to prepare the Petition. Additional interest may have accrued between the time that this paperwork was prepared and date on which the Petition was filed. This debt results from the failure to make payments pursuant to the terms of the Retail Installment Sales Contract attached to the Petition. This contract involved your purchase of the vehicle described in the Retail Installment Sales Contract from Regal Car Sales and Credit, L.L.C.

Federal law gives you thirty (30) days after you receive this document to dispute the validity of the debt or any part of it. If you don't dispute it within that period, we will assume that it is valid. If you do dispute that the debt, or any portion thereof, --by notifying us in writing to that effect--we will obtain verification of the debt and a copy of the proof of the debt will be mailed to you. If, within the same thirty (30) day time period, you request in writing the name and address of your original creditor, we will furnish you with that information. The original creditor was Regal Car Sales and Credit, L.L.C.

The law does not require us to wait until the end of the thirty (30) day period before taking further steps in this case against you in an effort to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of this document, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

CHRIS KNIGHT, P.C., IS A DEBT COLLECTION. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.